

## INTERIM DISPOSAL AGREEMENT

This Interim Disposal Agreement is entered into as of January 1, 2013, by and between Penobscot Energy Recovery Company, Limited Partnership, a Maine limited partnership ("PERC") and Pine Tree Waste, Inc., a Maine corporation ("Pine Tree").

### RECITALS:

WHEREAS, PERC and Pine Tree, together with certain affiliates of Pine Tree (collectively with Pine Tree, the "Casella Entities"), are parties to the Disposal Agreement, dated as of October 1, 2012 (the "Disposal Agreement") which, among other things, provides for the delivery by the Casella Entities to PERC of certain waste defined therein as Category 3 MSW, subject to and conditioned upon the receipt by Casella Waste Systems, Inc. ("Casella") of a final, non-appealable permit (the "Permit") allowing Casella to dispose of an additional 93,000 tons per year of municipal solid waste at the Juniper Ridge Landfill in accordance with Casella's now-pending application with the Maine Department of Environmental Protection, following the sale and cessation of operations at the Maine Energy facility located in Biddeford, Maine (the "Sale and Closure"); and

WHEREAS, the Sale and Closure have occurred, but the Permit has not yet been issued, and the parties wish to provide for the disposal of certain In-State Solid Waste at PERC during the term and under the other terms and conditions set forth in this Agreement;

NOW, THEREFORE, in consideration of the mutual promises of the parties contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

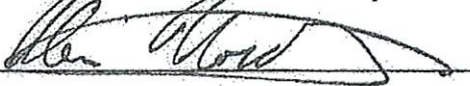
1. Definitions. Capitalized terms not defined herein shall have the meanings assigned to them in the Disposal Agreement.
2. Term; Termination. The term of this Agreement shall commence on January 1, 2013 and end on the first to occur of (a) April 30, 2013, (b) the receipt by Casella of the Permit in final, non-appealable form, or (c) the termination of this Agreement by the non-breaching party if the other party has breached any material provision of this Agreement, which breach has not been cured within fifteen (15) days after receipt by the breaching party of written notice thereof.
3. Delivery of In-State Solid Waste. Pine Tree agrees, during the term of this Agreement, to deliver to the PERC Facility In-State Solid Waste that is Acceptable Waste from Pine Tree's Westbrook, Maine transfer station (or any other transfer station located in Southern Maine that has in the past delivered waste to the Maine Energy Facility, other than the Pine Tree Waste Transfer Stations located in Waterville, Maine and West Bath, Maine) (together, the "Qualifying Facilities") in the amount equal to at least (a) 100 tons, multiplied by (b) the number of calendar days in the term of this Agreement (the "Required Tonnage").
4. Payments by Pine State to PERC. In consideration for the waste delivered to the PERC Facility pursuant to Section 3 hereof, Pine Tree shall pay to PERC \$[REDACTED] per ton, payable within thirty (30) days after receipt by Pine Tree of PERC's weekly invoices thereof. Pine Tree shall also be obligated to pay to PERC, within thirty (30) days following the end of the term of this Agreement, an amount equal to (a) \$[REDACTED] multiplied by (b) the Required Tonnage minus the number of tons of any Interim PERC Bypass Waste, as hereinafter defined, delivered to the Juniper Ridge Landfill pursuant to Section 5 hereof.



5. PERC Bypass Waste. PERC agrees to use commercially reasonable efforts to accept from Pine Tree at the PERC Facility all of the In-State Solid Waste that is Acceptable Waste from any of the Qualifying Facilities during the term of this Agreement; provided, however, that in no event may PERC accept less than 175 tons of such waste per day. In the event that the PERC Facility is unable to accept any such waste, such waste ("Interim PERC Bypass Waste") shall instead be delivered [at PERC's expense] to the Juniper Ridge Landfill and PERC shall be obligated to pay [Pine Tree] [Casella] an amount equal to \$ [ ] per ton of Interim PERC Bypass Waste delivered to the Juniper Ridge Landfill. Pine Tree shall be obligated to pay to PERC \$ [ ] per ton for such In-State Solid Waste that is Acceptable Waste, irrespective of its status as Interim PERC Bypass Waste. Such invoices shall be rendered weekly and payable within thirty (30) days of receipt thereof. The obligations of the parties to the Disposal Agreement set forth in Section 4.3(d) thereof with respect to other types of PERC Bypass Waste (as defined in the Disposal Agreement) shall not be deemed modified by this Section 5.
6. Category 4 Waste. Notwithstanding the provisions of Sections 3.1(d) and 3.1(f) of the Disposal Agreement, during the term of this Agreement Pine Tree and the Casella Entities shall be obligated to deliver only 600 tons of Category 4 MSW to the PERC Facility per calendar month. Without limitation of the foregoing, the true up and True Up Payment provisions of Section 3.1(f)(iii) shall be adjusted to reflect this reduced delivery obligation.
7. Other Applicable Provisions of Disposal Agreement. The provisions of Sections 3.3, 4.6, 6.4, 7, 11 and 12 of the Disposal Agreement shall apply to this Agreement.

PENOBSCOT ENERGY RECOVERY  
COMPANY, LIMITED PARTNERSHIP


By: PERC Holdings, LLC  
on behalf of the PERC Partnership

By: 

Name: Kevin Nordby

Title: President Date: 1/9/13

PINE TREE WASTE, INC.

By: 

Name: Brian Oliver

Title: Vice President Date: 1/9/13